



The relief described hereinbelow is SO ORDERED.

Signed June 29, 2023.


H. CHRISTOPHER MOTTO
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

IN RE:)
PASO DEL NORTE MATERIALS, LLC,) Case Number 23-30252-hcm
Debtor.) Chapter 11

**AGREED ORDER REGARDING MOTION OF WELLS FARGO EQUIPMENT FINANCE, INC.
FOR RELIEF FROM STAY AGAINST PROPERTY OF THE ESTATE**

On June 14, 2023, came on for hearing the Motion of Wells Fargo Equipment Finance, Inc. for Relief From Stay Against Property of the Estate and Waiver of 30-Day Requirement (the "*Motion*") filed by Wells Fargo Equipment Finance, Inc. ("Wells Fargo"). Paso Del Norte Materials, LLC, the Debtor, filed a Response to the Motion. Wells Fargo and the Debtor appeared through counsel and announced they had reached an agreement for adequate protection to be provided to Wells Fargo which resolves the Motion.

The Motion concerns the following commercial finance agreements payable by the Debtor to Wells Fargo: 1) Combination Loan and Security Agreement dated October 20, 2020 in the original principal amount of \$1,160,500.36 ("*Contract 1*"), and Combination Loan and Security Agreement dated May 21, 2018 in the original principal amount of \$673,775.00 ("*Contract 2*"), together with Contract 1 the

“Contracts”). The Contracts are each secured by all of the following collateral, together with proceeds, insurance proceeds, attachments, accessions, and other appurtenant property as described in the Contracts (the “*Collateral*”):

One (1) 2020 Peterbilt Model 567 Truck, Vin: 1NPCX7EX0LD652615 with BridgeKing 11 yard CTM Concrete Mixer, S/N: 110HZ2009508; One (1) 2020 Peterbilt Model 567 Truck, Vin: 1NPCX7EX2LD652616 with BridgeKing 11 yard CTM Concrete Mixer, S/N: 110HZ2009570; One (1) 2020 Peterbilt Model 567 Truck, Vin: 1NPCX7EX4LD652617 with BridgeKing 11 yard CTM Concrete Mixer, S/N: 110HZ2009571; One (1) 2020 Peterbilt Model 567 Truck, Vin: 1NPCX7EX6LD652618 with BridgeKing 11 yard CTM Concrete Mixer, S/N: 110HZ2009572; One (1) 2020 Peterbilt Model 567 Truck, Vin: 1NPCX7EX8LD652619 with BridgeKing 11 yard CTM Concrete Mixer, S/N: 110HZ2009573; One (1) 2020 Peterbilt Model 567 Truck, Vin: 1NPCX7EX7LD652598 with BridgeKing 11 yard CTM Concrete Mixer, S/N: 110HZ2009574

One (1) Fabtec Model CSCTC10006203 Portable Closed Circuit Crushing Plant, S/N 446717 One (1) Terex Model TC1000 Cone Crusher, S/N TRXF1000KMAFH2097 One (1) Terex/Cedarparks Model TSV6203 Screen, S/N TRXV6203CDUHF2653 Two (2) Superior 30" x 60' Stackable Plus Conveyors, S/N's 1225774 & 1227966 together with all accessories, attachments, parts, repairs, additions, and replacements attached thereto or incorporated therein and in the proceeds thereof.

The Court finds that notice of the Motion and the deadline to object to the Motion was proper and sufficient, that the time to respond or object to the Motion has expired, and no parties objected except the Debtor. The Court further finds that the Motion was sufficient to afford notice of the material provisions of the agreement and opportunity for a hearing and is in compliance with Federal Rule of Bankruptcy Procedure 4001(d). After consideration of the pleadings and finding Wells Fargo and the Debtor have reached an agreement for adequate protection to be provided on the terms and conditions set out in this Order and that the agreement is in the best interest of the estate and should be approved, the Court finds the following order should be entered.

IT IS THEREFORE ORDERED that:

1. Wells Fargo holds a valid and perfected lien on the Collateral.
2. The Debtor shall pay to Wells Fargo adequate protection attributable to Contract 1 as follows: a) \$9,070.00 due on or before June 30, 2023, b) \$9,070.00 due on or before July 31, 2023, and c) \$18,140.39 per month due on August 31, 2023 and continuing on the last business day of each

consecutive month thereafter until confirmation of a plan of reorganization, conversion or dismissal of this case, or further order of this Court.

3. The Debtor shall pay to Wells Fargo as adequate protection on Contract 2 as follows: a) \$3,006.00 due on or before June 30, 2023, b) \$3,006.00 due on or before July 31, 2023, and c) \$6,012.41 per month due on August 31, 2023 and continuing on the last business day of each consecutive month thereafter until confirmation of a plan of reorganization, conversion or dismissal of this case, or further order of this Court.

4. The Debtor shall maintain fully paid for all-risk physical damage insurance on all of the Collateral in the amounts and on the terms as required in the "Casualty Insurance; Loss or Damage" section of the Contracts. The Debtor shall keep the Collateral in its possession, maintain the Collateral in good condition and allow Wells Fargo access for inspection upon forty-eight hours advance notice.

5. If the Debtor is in default under any terms of this Order, and said default is not cured within ten (10) days after written notice of the default is mailed to the Debtor and its attorney, the automatic stay shall be automatically and immediately lifted without further notice, further action by Wells Fargo, or further order of the Court. Upon a lifting of the automatic stay Wells Fargo may take all actions permitted under the Contracts and applicable law.

6. This Order shall be valid and subsisting even in the event this case is converted to another Chapter of the Bankruptcy Code.

IT IS FURTHER ORDERED this Order is without prejudice to the right of Wells Fargo to seek relief from stay, additional or different adequate protection, dismissal or conversion of this case, or any other relief.

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Agreed to and Approved
As to Form and Substance:

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